

HENNIGAN DORMAN LLP  
LAWYERS  
LOS ANGELES, CALIFORNIA

HENNIGAN DORMAN LLP  
RODERICK G. DORMAN (SBN 96908)  
dormanr@hdlitigation.com  
LAWRENCE M. HADLEY (SBN 157728)  
hadleyl@hdlitigation.com  
865 South Figueroa Street, Suite 2900  
Los Angeles, California 90017  
(213) 694-1200 - Telephone  
(213) 694-1234 - Facsimile

Attorneys for Plaintiff MEDSQUIRE, LLC

**[SEE SIGNATURE BLOCK FOR DEFENDANTS'  
COUNSEL]**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MEDSQUIRE, LLC

Plaintiff,

vs.

SPRING MEDICAL SYSTEMS, INC.;  
QUEST DIAGNOSTICS, INC.;  
NEXTGEN HEALTHCARE  
INFORMATION SYSTEMS, INC.;  
HENRY SCHEIN MEDICAL SYSTEMS,  
INC.; HEWLETT-PACKARD  
COMPANY; APRIMA MEDICAL  
SOFTWARE, INC.;  
eCLINICALWORKS, LLC; MED3000,  
INC.; PULSE SYSTEMS, INC.;  
COMPULINK BUSINESS SYSTEMS,  
INC.; NEXTECH SYSTEMS, INC.;  
NAVINET, INC.; successEHS, INC.;  
athenaHEALTH, INC.

Defendants.

eCLINICALWORKS, LLC;

Counterclaimant,

vs.

MEDSQUIRE, LLC;

Counterdefendant.

) Case No. CV11-4504-JHN (PLAx)  
)  
)

**FIRST AMENDED JOINT REPORT  
OF RULE 26 MEETING OF  
COUNSEL**

1 In accordance with this Court's Order for Rule 26 Joint Scheduling Report,  
2 Plaintiff Medsquire, LLC ("Medsquire") and Defendants Spring Medical Systems,  
3 Inc. ("Spring Medical"); Quest Diagnostics Incorporated (erroneously sued as Quest  
4 Diagnostics, Inc.) ("Quest"); NextGen Healthcare Information Systems, Inc.  
5 ("NextGen"); Henry Schein Medical Systems, Inc. ("Henry Schein"); Hewlett-  
6 Packard Company ("HP"); eClinicalWorks, LLC ("eClinicalWorks"); MED3000, Inc.  
7 ("MED3000"); Pulse Systems, Inc. ("Pulse"); Compulink Business Systems, Inc.  
8 ("Compulink"); NaviNet, Inc. ("NaviNet"); SuccessEHS, Inc. ("SucessEHS"); and  
9 AthenaHealth, Inc. ("AthenaHealth") (collectively, "Defendants") respectfully submit  
10 the following Joint Rule 26(f) Report.

11 **A. Statement of the Case**

12 **1. Plaintiff's Statement of the Claims**

13 This is a patent infringement action. Plaintiff Medsquire, a company located in  
14 Pasadena, California, owns by assignment all rights, title and interest to U.S. Patent  
15 No. 5,682,526 (the '526 Patent) entitled Method and System for Flexibly Organizing,  
16 Recording, and Displaying Medical Patent Care Information using Fields in a  
17 Flowsheet. Medsquire alleges that Defendants infringe the '526 Patent by making,  
18 using, offering to sell and selling electronic health record ("EHR") software, systems,  
19 and services in the United States.

20 In July 2010, the Office of the National Coordinator (ONC) of the U.S.  
21 Department of Health and Human Services (HHS) issued a Final Rule to qualify EHR  
22 technology for the American Recovery and Reinvestment Act (ARRA). Rules  
23 governing ONC certification are published at 45 C.F.R. Part 170. Vendors who wish  
24 to claim ONC certification must be have their software tested to demonstrate  
25 conformity to all certification criteria adopted at 45 CFR Part 170, SubPart C.

26 Each Defendant's EHR software has been tested and certified as ONC  
27 compliant. Medsquire contends that an EHR vendor must necessarily practice the  
28 claims in the '526 Patent to comply with the ONC certification requirements. For this

1 reason, among others, Medsquire believes that each Defendant infringes one or more  
2 claims of the '526 Patent. Medsquire is not aware of any invalidating prior art or  
3 other defenses to infringement.

## 4 **2. Defendants' Statements**

5 Defendant Spring Medical is Delaware Corporation, with its principal place of  
6 business at 14511 Falling Creek Dr Ste 305, Houston, TX 77014-1280. Spring  
7 Medical denies infringement of the '526 patent. In addition, in its affirmative  
8 defenses against Medsquire, Spring Medical will contend that the '526 patent is  
9 invalid and Medsquire's attempted enforcement of the '526 patent is barred by the  
10 doctrine of laches and by estoppel.

11 Defendant Quest is a Delaware corporation with a place of business at 3  
12 Giralda Farms, Madison, NJ 07940. Quest intends to seek dismissal with prejudice of  
13 Plaintiff's claims against Quest and denial of all relief requested by Plaintiff;  
14 judgment that each of the asserted claims of the '526 patent is invalid and that the  
15 accused products and services do not infringe any valid claim of the '526 patent;  
16 judgment that Plaintiff's claims are barred, in whole or in part, by the affirmative  
17 defenses raised by Quest; Medsquire's attempted enforcement of the '526 patent is  
18 barred by the doctrine of laches and by estoppel; judgment that Quest is the prevailing  
19 party and is entitled to recover costs; and judgment that the case is "exceptional"  
20 within the meaning of 35 U.S.C. § 285, entitling Quest to its reasonable attorneys'  
21 fees.

22 Defendant NextGen is a California corporation with a place of business at 795  
23 Horsham Road, Horsham, Pennsylvania 19044. NextGen denies infringement of the  
24 '526 patent. In addition, NextGen anticipates it will counterclaim that the '526 patent  
25 is invalid and not infringed by NextGen, and anticipates that it will provide  
26 affirmative defenses, including that the '526 patent is not infringed by NextGen, that  
27 the '526 patent is invalid, that relief to Medsquire is barred by the doctrines of waiver,  
28 equitable estoppel, laches and /or acquiescence, that Medsquire's claims are barred by

1 the doctrine of prosecution history estoppel, that any damages that may be awarded  
2 are limited by failure to mark and the doctrines of full compensation, exhaustion, first  
3 sale, and/or implied license, that relief may be barred or limited under 35 U.S.C.  
4 §§ 273 and 286, that NextGern has not willfully infringed, the Plaintiff is not entitled  
5 to an exceptional case, and that Medsquire has failed to state a claim upon which  
6 relief can be granted.

7 Defendant Henry Schein is an Ohio corporation with a place of business at 760  
8 Boardman Canfield Rd, Youngstown, OH 44512-4344 Henry Schein denies  
9 infringement of the '526 patent. Henry Schein also contends that claims of the '526  
10 patent are limited by the text of the patent, the prosecution history, and/or the prior art  
11 so that Plaintiff is estopped, or otherwise precluded, from even asserting that any  
12 claim is infringed by Henry Schein literally or by equivalents. In addition to any and  
13 all affirmative defenses that Henry Schein will assert against Medsquire, Henry  
14 Schein will contend that the '526 patent is invalid and/or unenforceable and that  
15 Medsquire's attempted enforcement of the '526 patent is barred by the doctrine of  
16 waiver, laches, estoppel and/or unclean hands. In addition, Henry Schein contends  
17 that Complaint fails to state a claim and/or that Plaintiff lacks standing to assert its  
18 claim.

19 Defendant HP is a Delaware corporation with a place of business at 3000  
20 Hanover St, Palo Alto, CA 94304-1112. HP denies infringement of the '526 patent as  
21 it does not believe that it offers for sale (or directs others to use) any software relating  
22 to the asserted patent.. In addition, HP anticipates that in the event Plaintiff's  
23 Complaint or Amended Complaint, if required, is found to state a claim for  
24 infringement of the '526 patent by HP, it will respond to that Complaint setting forth  
25 certain defenses and affirmative defenses, and that it will file a counterclaim alleging,  
26 *inter alia*, that it does not infringe the '526 patent and that the patent is invalid.

27 Defendant Quest is a Delaware corporation with a place of business at 3  
28 Giralda Farms, Madison, NJ 07940. Quest denies infringement of the '526 patent. In

1 addition, in its affirmative defenses against Medsquire, Quest will contend that the  
2 '526 patent is invalid and Medsquire's attempted enforcement of the '526 patent is  
3 barred by the doctrine of laches and by estoppel.

4 Defendant eClinicalWorks is a Massachusetts limited liability company with a  
5 place of business at 110 Turnpike Rd, Westborough, MA 01581-2864.  
6 eClinicalWorks denies infringement of the '526 patent and has asserted numerous  
7 affirmative defenses such as estoppel, laches, waiver, and failure to comply various  
8 requirements of the Patent Act (35 U.S.C. § 100, *et seq.*) that, if proven, will  
9 invalidate the '526 patent, render it unenforceable against eClinicalWorks, and/or  
10 severely limit any potentially available damages. In addition, eClinicalWorks has  
11 asserted a Counterclaim seeking a declaratory judgment that the '526 patent is invalid  
12 and is unenforceable against and not infringed by eClinicalWorks.

13 Defendant MED3000 is a Delaware corporation with a place of business at 680  
14 Andersen Drive Foster Plaza 10, Pittsburgh, PA 15220. MED3000 denies  
15 infringement of the '526 patent. In addition, MED3000 anticipates it will  
16 counterclaim that the '526 patent is invalid and not infringed by MED3000, and  
17 anticipates that it will provide affirmative defenses against Medsquire, including that  
18 the '526 patent is invalid and Medsquire's attempted enforcement of the '526 patent is  
19 barred by the doctrine of laches and by estoppel.

20 Defendant Pulse is a Kansas corporation with a place of business at 3017 North  
21 Cypress Drive, Wichita, KS 67226. Pulse denies infringement of the '526 patent.  
22 Pulse will assert affirmative defenses against Medsquire that the '526 patent is invalid  
23 and not infringed, and further that Medsquire's attempted enforcement of the '526  
24 patent is barred by the doctrine of laches and by estoppel. In addition, Pulse will  
25 counterclaim that the '526 patent is invalid and not infringed by Pulse.

26 Defendant Compulink is a California corporation with a place of business at  
27 2645 Townsgate Rd Ste 200, Westlake Village, CA 91361-2722. Compulink denies  
28 infringement of the '526 patent. In addition, in its affirmative defenses against

1 Medsquire, Compulink will contend that the '526 patent is invalid and Medsquire's  
2 attempted enforcement of the '526 patent is barred by the doctrine of laches and by  
3 estoppel.

4 Defendant NaviNet is a Delaware corporation with a place of business at 179  
5 Lincoln Street, Boston, MA 02111. NaviNet denies infringement of the '526 patent.  
6 Further, NaviNet anticipates it will counterclaim that the '526 patent is invalid and not  
7 infringed by NaviNet and anticipates that it will provide affirmative defenses against  
8 Medsquire, including that the '526 patent is invalid and Medsquire's attempted  
9 enforcement of the '526 patent is barred by the doctrine of laches and by estoppel.

10 Defendant SuccessEHS, Inc. is an Alabama corporation with its principal place  
11 of business at 1 Metroplex Dr Ste 500, Birmingham, AL 35209-7801. SuccessEHS,  
12 Inc. denies infringement of each and every claim in the '526 patent. In addition, as its  
13 affirmative defenses against Medsquire, SuccessEHS, Inc. may assert in the future the  
14 following defenses and reserves the right to raise additional other defenses as  
15 permitted: (1) the '526 patent is invalid, (2) SuccessEHS, Inc. does not infringe upon  
16 any one or more of the claims in the '526 patent, (3) Medsquire's attempted  
17 enforcement of the '526 patent is barred by the doctrines of laches, waiver, estoppel,  
18 acquiescence, prosecution history estoppel, and inequitable conduct, and that any  
19 damages that may be awarded are limited by failure to mark and the doctrines of full  
20 compensation, exhaustion, first sale, and/or implied license, that relief may be barred  
21 or limited under 35 U.S.C. §§ 273 and 286, that SuccessEHS has not willfully  
22 infringed, that Plaintiff is not entitled to an exceptional case, and that Medsquire has  
23 failed to state a claim upon which relief can be granted.

24 Defendant athenaHEALTH is a Delaware corporation with a place of business  
25 at 311 Arsenal St, Watertown, MA 02472-2782. athenaHEALTH denies  
26 infringement of the '526 patent. In addition, in its affirmative defenses against  
27 Medsquire, athenaHEALTH will contend that the '526 patent is invalid and  
28 Medsquire's attempted enforcement of the '526 patent is barred by the doctrine of



1 laches and by estoppel.

2 **B. Subject Matter Jurisdiction**

3 This Court has subject matter jurisdiction of Medsquire's patent infringement  
4 claims pursuant to 28 U.S.C. §§ 1331 and 1338(a).

5 **C. Legal Issues**

6 The key legal issues expected in this case are claim construction, infringement,  
7 validity, unenforceability, laches and estoppel, inequitable conduct and evidentiary  
8 issues regarding damages. No parties have conducted discovery to date and may have  
9 additional issues for purposes of discovery.

10 **D. Parties, Evidence, Etc.**

11 The parties are Medsquire, Spring Medical, Quest, NextGen, Henry Schein HP,  
12 eClinicalWorks, MED3000, Pulse, Compulink, NaviNet, SuccessEHS, and  
13 AthenaHealth. At this time, the parties anticipate that percipient witnesses will  
14 include the inventors of the '526 patent (Timothy L. Smokoff, Tom Marlin, and  
15 Herbert J. Uhring), attorneys and law firms who prosecuted the '526 patent  
16 application that ripened into the '526 patent, and persons knowledgeable regarding:

- 17 1. the Defendants' EHR software, systems, and services;
- 18 2. the sales of Defendants' EHR software, systems, and services;
- 19 3. license and other agreements relating to the '526 patent;
- 20 4. prior art to the '526 patent;
- 21 5. inventorship;
- 22 6. the original assignee of the '526 patent, Spacelabs Medical;
- 23 7. the ONC certification alleged by Plaintiff;
- 24 8. the royalty sought by Plaintiff; and
- 25 9. Plaintiff and its predecessors' knowledge of the Defendants' use and sale  
26 of their respective products.

27 Witnesses also may include individuals who developed various electronic  
28 medical records systems prior to the date of Medsquire's claimed invention date

1 and/or the priority date of the '526 patent.

2 **E. Damages**

3 Medsquire will seek as damages a reasonable royalty for all infringing  
4 activities. The royalty will be based on the sales of infringing EHR software,  
5 systems, and services. At this time, Medsquire does not know the amount of  
6 infringing sales. Additionally, Medsquire may seek an injunction barring the  
7 continued sales of infringing software and systems.

8 HP submits that, under the applicable damage law, Medsquire's royalty cannot  
9 properly be based on sales on the entire EHR software, systems, and services.

10 Defendants contend that, because Medsquire does not manufacture or sell its  
11 own EHR product, it is not entitled to any injunctive relief.

12 **F. Insurance**

13 No Defendant is aware of insurance coverage for the claims at issue.

14 **G. Motions**

15 Medsquire does not plan to add other parties or file amended pleading.  
16 Medsquire currently is investigating other potential infringers. As to other infringers,  
17 Medsquire intends to file separate actions with appropriate notices of related case.  
18 Medsquire will oppose the motions by Defendants described below.

19 SuccessEHS, Inc. intends to move to dismiss Medsquire's claims for direct and  
20 indirect infringement based on failure to state a claim under Rule 12(b)(6).

21 Quest filed a motion to dismiss under Fed. R. Civ. P. 12(b)(6) on Monday,  
22 July 18, 2011. Quest may file a motion to sever and/or dismiss for misjoinder under  
23 Fed. R. Civ. P. 20 and 21. Quest also anticipates that it may file motions seeking  
24 summary judgment on one or more aspects of the claims, counterclaims and defenses  
25 in the litigation. Quest also expects to file pre-trial motions, such as motions in  
26 limine, and may file discovery motions if the need arises.

27 HP has joined Quest's Motion to Dismiss Medsquire's Complaint pursuant to  
28 Fed. R. Civ. P. 12(b)(6).



1 NextGen does not plan to move to transfer venue or to dismiss on jurisdictional  
2 grounds. NextGen intends to move to dismiss Medsquire's claims for direct and  
3 indirect infringement based on failure to state a claim under Rule 12(b)(6).

4 On July 18, 2011, MED3000 (and other Defendants) moved to dismiss  
5 Medsquire's claims for direct and indirect infringement based on failure to state a  
6 claim under Rule 12(b)(6).

7 Pulse intends to move to dismiss Medsquire's claims for direct and indirect  
8 infringement based on failure to state a claim under Rule 12(b)(6).

9 Henry Schein reserves its right to file a motion to sever in addition to  
10 dispositive motions.

11 NaviNet intends to move to dismiss Medsquire's claims for direct and indirect  
12 infringement based on failure to state a claim under Rule 12(b)(6).

### 13 **H. Manual for Complex Litigation**

14 The parties presently do not believe that the procedures and techniques set forth  
15 in the Manual for Complex Litigation are required in this action. If unforeseen events  
16 result in additional complexity in this case, the parties will confer and may  
17 recommend and/or move to request that some or all of the procedures and techniques  
18 set forth in the Manual for Complex Litigation or other case management procedures  
19 or techniques be implemented.

### 20 **I. Status of Discovery**

21 At this time, no discovery has been completed. The parties expect that  
22 discovery will include document requests, interrogatories, requests for admission, and  
23 depositions. Additionally, the parties may seek some third party discovery.

### 24 **J. Discovery Plan**

25 The parties agree that discovery will be needed on issues of infringement,  
26 validity, and damages and any other defenses asserted by Defendants. The parties do  
27 not suggest conducting discovery in phases or to otherwise limit discovery. Aside  
28 from these agreed points, the parties' separate proposals are set forth below:

***Plaintiff's Proposal:***

Plaintiff believes that the discovery procedures and limits contained in the Federal Rules of Civil Procedure should be followed. Plaintiff does not oppose the exchange of infringement and invalidity contentions as Defendants have proposed below. Plaintiff proposes that claim construction be addressed in the context of summary judgment so that the Court will know the context and relevance of differing proposed constructions. However, if the Court is inclined to hold separate claim construction proceedings, Plaintiff believes that Defendants' proposed schedule, set forth below, is prejudicial and will not result in meaningful exchanges and claim construction proceedings. To provide meaningful exchanges and claim construction proceedings, enough discovery must take place such that all parties have the information needed for infringement and validity contentions, and needed to propose constructions matter to the case, not merely requests for advisory options. Indeed, it is entirely unreasonable to expect Plaintiff to provide infringement contentions by July 25, 2011, before it conducts *any* discovery. Accordingly, Plaintiff proposes that infringement contention exchanges, invalidity exchanges, and claim construction proceedings take place no sooner than one month prior to the close of fact discovery.

***Defendants' Proposal:***

Defendants propose that Rule 26(a) disclosure requirements should be altered, and that disclosures should take place two weeks after the Court rules on the motion to dismiss.

Defendants propose an initial and separate *Markman* briefing schedule, and if the Court is so inclined, a *Markman* hearing to allow for narrowing of the issues presented for summary judgment. Defendants propose the following schedule in addition to the dates set forth in Exhibit A.:

Initial Disclosures to be filed	Two weeks from the date on which the Court enters its Order on Defendants' Motion to Dismiss Under Rule 12(b)(6)
Plaintiff to serve each Defendant with	July 25, 2011

1	infringement contentions	
2	Defendants to serve invalidity contentions	September 16, 2011
3	Each party to serve list of proposed claim terms for construction	November 11, 2011
4	Each party to serve proposed claim term constructions	December 9, 2011
5	Opening Claim Construction Briefs filed and served by each party (simultaneously)	January 9, 2012
6	Responsive Claim Construction briefs filed and served by each party (simultaneously)	January 30, 2012
7		
8	<i>Markman</i> hearing	February ____, 2012
9		
10		

**K. Discovery Cut-Off**

The parties' respective requests are set forth in the attached Schedule of Pretrial and Trial Dates.

**L. Expert Discovery**

The parties' respective requests are set forth in the attached Schedule of Pretrial and Trial Dates.

**M. Dispositive Motions**

The parties anticipate making dispositive or partially dispositive motions. Plaintiff contemplates a possible summary adjudication motion on the issue of infringement. Plaintiff also believes that the number of separate motions allowed by Defendants should be limited to avoid piece-meal adjudication of issues that will overwhelm both the Plaintiff and the Court. As noted above, Plaintiff proposes that all claim construction issues be addressed as part of briefing on summary judgment rather than in a separate *Markman* proceeding. This will allow the Court to consider the context of any claim construction disputes.

Defendants contemplate filing various, separate summary judgment motions, including on the issues of non-infringement, laches, willfulness (if alleged), invalidity,

1 and/or limitations of damages. The parties' respective requests are set forth in the  
2 attached Schedule of Pretrial and Trial Dates. Defendants also propose an initial and  
3 separate *Markman* briefing schedule and hearing to allow for the narrowing of the  
4 issues presented for summary judgment. Dates are proposed as part of the attached  
5 Schedule.

6 **N. Settlement**

7 Medsquire has had some settlement discussions with some Defendants on an  
8 individual basis, but not all Defendants.

9 The parties agree to participate in a non-judicial dispute resolution proceeding  
10 in accordance with Local Rule 16-14.4.

11 **O. Trial Estimate**

12 The parties estimate between 5 and 20 court days for a jury trial depending on  
13 whether the Court tries all Defendants together or in groups. Medsquire will be  
14 prepared to try the case against all Defendants in a single trial. Depending on the  
15 issues in the case at the time of trial, especially as they relate to individual defenses  
16 and claims, the Defendants reserve the right to request separate trials.

17 Defendant SuccessEHS, Inc. believes trying all Defendants together will be  
18 inefficient, unnecessarily costly, and confusing for the jury. Defendant SuccessEHS,  
19 Inc. requests that the Defendants be separated for trial.

20 Subject to a potential motion to sever and depending on the number of the  
21 Defendants and issues in the case at the time of trial, Quest reserves the right to  
22 request a separate trial.

23 **P. Trial Counsel**

24 Trial counsel for Medsquire is Lawrence Hadley of Hennigan Dorman LLP in  
25 Los Angeles, California.

26 Trial counsel for Spring Medical Systems, Inc. is Jack B. Smyth, President and  
27 Chief Executive Officer in Houston, Texas.

28 Trial counsel for Quest Diagnostics is D. James Pak of Baker & McKenzie LLP

1 in San Diego, California.

2 Trial counsel for NextGen Healthcare Systems, Inc. is Jeffrey M. Goldman and  
3 Noah Malgeri of Pepper Hamilton LLP in Irvine, California.

4 Trial counsel for Henry Schein Medical Systems, Inc. is Nancy Sher Cohen, of  
5 Proskauer Rose LLP in Los Angeles, California and Bruce Fader, Baldassare Vinti  
6 and Colin Cabral of Proskauer Rose LLP in New York, New York.

7 Trial counsel for Hewlett-Packard Company is David A. Segal and Jeffrey T.  
8 Thomas of Gibson, Dunn & Crutcher LLP in Irvine, California.

9 Trial counsel for eClinicalWorks, LLC is John W. Amberg, Keith Aurzada,  
10 Ryan Pumpian and Shelly C. Gopaul of Bryan Cave LLP in Santa Monica,  
11 California.

12 Trial counsel for MED3000, Inc. is Scott D. Baker of Reed Smith LLP in San  
13 Francisco, California and Kirsten R. Rydstrom and Kevin S. Katona of Reed Smith  
14 LLP in Pittsburgh, Pennsylvania.

15 Trial counsel for Pulse Systems, Inc. is Don V. Kelly of Evans & Dixon LLC in  
16 St. Louis, Missouri.

17 Trial counsel for Compulink Business Systems, Inc. is Michael Harris of SoCal  
18 IP Law Group LLP in Westlake Village, California.

19 Trial counsel for NaviNet, Inc. is John M. Adams of Price & Adams, P.C. of  
20 Pittsburgh, Pennsylvania.

21 Trial counsel for SuccessEHS is Karin G. Pagnanelli of Mitchell Silberberg &  
22 Knupp LLP in Los Angeles, California.

23 Trial counsel for athenaHEALTH, Inc. is Michael A. Albert and Hunter D.  
24 Keeton of Wolf, Greenfield & Sacks, P.C. in Boston, Massachusetts.

25 **Q. Independent Expert or Master**

26 At this time, the parties do not believe that this case will require the use of an  
27 independent expert or master.  
28

**R. Timetable**

The parties' respective requests are set forth in the attached Schedule of Pretrial and Trial Dates.

**S. Other Issues**

Medsquire will require the production of source code for the accused EHR software systems. Accordingly, the parties expect that a protective order covering the exchange of confidential information will be required and that the protective order will need special provisions concerning the protection of source code.

DATED: July 19, 2011

HENNIGAN DORMAN LLP

By /s/Lawrence M. Hadley  
Lawrence M. Hadley  
Attorneys for Plaintiff MEDSQUIRE LLC

DATED: July 19, 2011

BAKER & MCKENZIE LLP  
D. James Pak  
([d.james.pak@bakermckenzie.com](mailto:d.james.pak@bakermckenzie.com))  
12544 High Bluff Drive, Third Floor  
San Diego, CA 92130  
Telephone: (858) 523-6227  
Facsimile: (858) 259-8290

By /s/D. James Pak  
D. James Pak  
Attorneys for Defendant QUEST  
DIAGNOSTICS INCORPORATED



1 DATED: July 19, 2011

PEPPER HAMILTON LLP  
Harry P. "Hap" Weitzel  
(*weitzelh@pepperlaw.com*)  
Jeffrey M. Goldman  
(*goldmanj@pepperlaw.com*)  
4 Park Plaza, Suite 1200  
Irvine, California 92614  
Telephone: (949) 567-3500  
Facsimile: (949) 863-0151

PEPPER HAMILTON LLP  
Michael T. Ranaud (*admitted pro hac vice*)  
(*renaudm@pepperlaw.com*)  
Noah Malgeri (*admitted pro hac vice*)  
(*malgerin@pepperlaw.com*)  
Anne M. Shyjan  
(*shyjana@pepperlaw.com*)  
15th Floor, Oliver Street Tower  
125 High Street  
Boston, Massachusetts 02110  
Telephone: (617) 204-5100  
Facsimile: (617) 204-5150

14 By /s/Jeffrey M. Goldman  
Jeffrey M. Goldman  
Attorneys for Defendant NEXTGEN  
HEALTHCARE SYSTEMS, INC.

18 DATED: July 19, 2011

PROSKAUER ROSE LLP  
Nancy Sher Cohen  
(*ncohen@proskauer.com*)  
Baldassare Vinti  
(*bvinti@proskauer.com*)  
Colin Cabral  
(*ccabral@proskauer.com*)  
2049 Century Park East, 2nd Floor  
Los Angeles, CA 90067  
Telephone: (310) 284-5655  
Facsimile: (310) 557-2193

25 By /s/Nancy Sher Cohen  
Nancy Sher Cohen  
Attorneys for Defendant HENRY SCHEIN  
MEDICAL SYSTEMS, INC.

1 DATED: July 19, 2011

GIBSON, DUNN & CRUTCHER LLP  
David A. Segal  
(*DSegal@gibsondunn.com*)  
Jeffrey T. Thomas  
(*JTThomas@gibsondunn.com*)  
Casey McCracken  
(*CMcCracken@gibsondunn.com*)  
3161 Michelson Drive  
Irvine, CA 92612-4412  
Telephone: (949) 451-3967  
Facsimile: (949) 475-4670

8 By /s/Jeffrey T. Thomas  
Jeffrey T. Thomas  
Attorneys for Defendant HEWLETT-  
PACKARD COMPANY

11 DATED: July 19, 2011

BRYAN CAVE LLP  
John W. Amberg  
(*jwamberg@bryancave.com*)  
Keith Aurzada  
(*keith.aurzada@bryancave.com*)  
Shelly C. Gopaul  
(*shelly.gopaul@bryancave.com*)  
120 Broadway, Suite 300  
Santa Monica, CA 90401-2386

17 By /s/John W. Amberg  
John W. Amberg  
Attorneys for Defendant and  
Counterclaimant eCLINICALWORKS, LLC

1 DATED: July 19, 2011

REED SMITH LLP  
Scott D. Baker  
(*sbaker@reedsmith.com*)  
William R. Overend  
(*woverend@reedsmith.com*)  
101 Second Street, Suite 1800  
San Francisco, California 94105-3659  
Telephone: (415) 543-8700  
Facsimile: (415) 391-8269

REED SMITH LLP  
Kirsten R. Rydstrom  
(*pro hac vice* request to be filed)  
(*krydstrom@reedsmith.com*)  
Kevin S. Katona  
(*pro hac vice* request to be filed)  
(*kkatona@reedsmith.com*)  
Reed Smith Centre  
225 Fifth Avenue  
Pittsburgh, PA 15222-2716  
Telephone: (412) 288-3131  
Facsimile: (412) 288-3063

By /s/William R. Overend  
William R. Overend  
Attorneys for Defendant MED3000, INC.

16 DATED: July 19, 2011

EVANS & DIXON LLC  
Don V. Kelly  
(*dkelly@evans-dixon.com*)  
Metropolitan Square  
211 N. Broadway, Suite 2500  
St. Louis, MO 63102-2727  
Telephone: (314) 621-7755  
Facsimile: (314) 621-3136

By /s/Don V. Kelly  
Don V. Kelly  
Attorneys for Defendant PULSE SYSTEMS,  
INC.

1 DATED: July 19, 2011

SOCAL IP LAW GROUP LLP  
Michael Harris  
(mharris@socalip.com)  
Mark A. Goldstein  
(mgoldstein@socalip.com)  
M. Kala Sarvaiya  
(ksarvaiya@socalip.com)  
310 N. Westlake Blvd., Suite 120  
Westlake Village, CA 91362-3788  
Telephone: (805) 230-1350  
Facsimile: (805) 230-1355

8 By /s/Michael Harris  
Michael Harris  
Attorneys for Defendant COMPULINK  
BUSINESS SYSTEMS, INC.

11 DATED: July 19, 2011

MITCHELL SILBERBERG & KNUPP LLP  
Karin G. Pagnanelli  
(kgp@msk.com)  
11377 W. Olympic Boulevard  
Los Angeles, CA 90064  
Telephone: (310) 312-2000  
Facsimile: (310) 312-3100

16 By /s/Karin G. Pagnanelli  
Karin G. Pagnanelli  
Attorneys for Defendant SUCCESSEHS,  
INC.

18 DATED: July 20, 2011

WOLF, GREENFIELD & SACKS, P.C.  
Gerald B. Hrycyszyn  
(ghrycyszyn@wolfgreenfield.com)  
Michael A. Albert (*pro hac vice* to be filed)  
(malbert@wolfgreenfield.com)  
Hunter D. Keeton (*pro hac vice* to be filed)  
(hkeeton@wolfgreenfield.com)  
600 Atlantic Avenue  
Boston, MA 02210-2206  
Telephone: (617) 646-8000  
Facsimile: (617) 646-8646

25 By /s/Gerald B. Hrycyszyn  
Gerald B. Hrycyszyn  
Attorneys for Defendant  
ATHENAHEALTH, INC.

1 DATED: July 20, 2011

PRICE & ADAMS, P.C.  
John M. Adams  
(*paip.law@verizon.net*)  
4135 Brownsville Road  
Pittsburgh, PA 15227  
Telephone: (412) 882-7170  
Facsimile: (412) 884-6650

6 By /s/John M. Adams  
7 John M. Adams  
8 Attorneys for Defendant NAVINET, INC.

HENNIGAN DORMAN LLP  
LAWYERS  
LOS ANGELES, CALIFORNIA